

5/10/04

05-13-2004

Form PTO-1595 (Rev. 10/02)

REC



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

102743981

741-X03-009

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NIGEL JOHN MIDDLETON

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Asset Sale Agreement  
Executed January 17, 2003

Execution Date: November 7, 2003

2. Name and address of receiving party(ies)

Name: BEACHFOLD LIMITED

Internal Address: 19-21 Hatton Garden

Street Address: Treasure House

United Kingdom

Country:

City: London

Zip: EC1N 8LF

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/857,596

B. Patent No.(s) 5,656,352; 5,620,771; 5,733,626  
5,787,502

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MARTIN FLEIT

FLEIT, KAIN, GIBBONS, GUTMAN, BONGINI & BIANCO P.L.

Internal Address: \_\_\_\_\_

Street Address: 601 BRICKELL KEY DRIVE

SUITE 404

City: MIAMI State: FL Zip: 33131

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500601

DO NOT USE THIS SPACE

9. Signature.

For Scott Smiley, Reg. No. 55,627  
MARTIN FLEIT, REG. NO. 16,900

Name of Person Signing

Scott Smiley  
Signature

5-10-04

Date

Total number of pages including cover sheet, attachments, and documents: 3

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 015302 FRAME: 0887

DATED 17 January 2003

**MICRO THERMAL SYSTEMS LIMITED**

-and-

**JONATHAN SCHAPIRA**

-and-

**BEACHFOLD LIMITED**

---

**ASSET SALE AGREEMENT**

---

CLIFFORD HARRIS & CO  
P O Box 4UA  
51 Welbeck Street  
London W1A 4UA  
TEL: (020) 7486 0031  
FAX: (020) 7486 3333

REF: SV/YH/24626/L

DATED

17 January

2003

**PARTIES**

- (1) **MICRO THERMAL SYSTEMS LIMITED** (No. 2746475) (in Liquidation) and Micro Thermal Systems Manufacturing Limited (No 2910851) (in Liquidation) both whose registered offices are at One Great Cumberland Place, London W1H 7LW ("**together the Vendor**");
- (2) **JONATHAN JOSEPH SCHAPIRA** of One Great Cumberland Place, London W1H 7LW as Liquidator of the Vendor ("**the Liquidator**"); and
- (3) **BEACHFOLD LIMITED** (No 4609024) and whose registered office is at Treasure House, 19/21 Hatton Garden, London EC1N 8BA ("**the Purchaser**").
- (4) **MICHAEL STORFER** of 55 Downage, Hendon, London NW4 1HR and **EMANUEL SCHREIBER** of 14 Craven Walk, London N16 6BT ("**the Guarantors**")

**INTRODUCTION**

- (A) By an extraordinary resolutions of the Vendor passed on 2 December 2002 the Vendor appointed the Liquidator as liquidator of the Vendor. The appointment of the Liquidator was ratified by the creditors of the Vendor at creditors meetings held on 2 December 2002;
- (B) The Vendor acting through the Liquidator has agreed to sell to the Purchaser such right title and interest as it may have in certain of the assets specified in this Agreement relating to the business formerly carried on by the Vendor on the terms and subject to the conditions hereinafter contained;
- (C) The Purchaser is entering into this Agreement having made such inquiries into

inspection and examination of the aforesaid assets as it thinks fit, on the basis of a purchase by the Purchaser of the aforesaid on an "as is, where is" basis, and in full knowledge and acceptance of the terms and conditions of this Agreement.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

1.1 In this Agreement, including its Schedules, the headings shall not affect its interpretation and, unless the context otherwise requires:

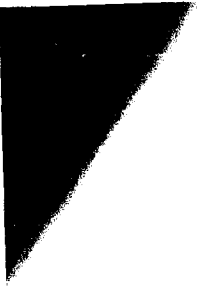
**"Agreement"** Means this agreement (including any schedule or annexure to it and any document in agreed form);

**"Assets"** Means the Goodwill, Intellectual Property Rights, Trade Names and Marks Licences, and Subsidiary Shares and excluding for the avoidance of doubt the Excluded Assets;

**"Businesses"** Means the businesses of man made fibres previously carried on by the Vendor;

**"Business Day"** Means a day on which banks in the City of London are open for business;

**"Claims"** Means the benefit of all rights and claims of the



Vendor arising out of or in connection with the  
Vendor arising out of or in connection with the  
Businesses under any warranties, conditions,  
guarantees, insurance policies or indemnities  
subsisting at Completion (whether express or  
implied) in favour of the Vendor in relation to  
any property, rights or assets included in the sale  
under this Agreement;

**“Completion”**

Means completion of the sale and purchase of  
the Businesses pursuant to Clause 4;

**“Consideration”**

Means the consideration specified in Clause 3  
plus VAT thereon;

**“Debts”**

Means all accepted bills or notes, cash in hand or  
at bank and all book and other debts owing to the  
Vendor in connection with the Businesses at the  
Completion whether or not such debts are  
immediately due and payable and including  
(without limitation) all obligations of customers  
of the Businesses to pay for goods which have  
been supplied by or on behalf of the Vendor

prior to the Completion in respect of which an invoice has been delivered to the customer as at Completion and the outstanding balances of all debts owing to the Vendor (including interest charges) arising under credit-sale agreements entered into by the Vendor prior thereto and the benefit of all securities therefor and of all guarantees, indemnities and rights in respect of the same including interest thereon;

**“Excluded Assets”**


Means the assets more particularly specified in Clause 2.2;

**“Goodwill”**

Means the goodwill of the Vendor in the Businesses and in the Trade Names and Marks together with the exclusive right (so far as the Vendor can grant the same) for the Purchaser to represent itself as carrying on the Businesses in succession to the Vendor;

**“Hire Purchase Contracts etc”**

Means the contracts of hire or lease purchase conditional sale lease or the like under which the Vendor may use any assets at Completion which



are in the possession but not the ownership of the Vendor at Completion but excluding goods or assets supplied under contracts of sale which are the subject of valid and effective reservation or retention of title and which the Vendor has not paid for in whole or in part at Completion;

**“Licences”**

Means the benefit of all licences agreements and other arrangements entered into by the Vendor with any third parties in respect of the Intellectual Property Rights and the Trade Names and Marks together with all the Vendor’s rights of whatsoever nature under the Licences and the right to receive any sums arising under the Licences after the date hereof

**“Intellectual Property Rights”**

Means all intellectual and intellectual property rights of the Vendor of whatever nature including any patents, patent applications (including but not limited to those referred to in Schedule 1) registered designs, and copyrights in any part of the world and the copyright in all drawing plans, specifications, designs, domain names, and computer software owned by the

Vendor and all know how and confidential information so owned;

**“the Subsidiary”** Means Fitnessstech International Limited No 3639731

**“the Subsidiary Shares”** Means the Vendor’s shareholding in the Subsidiary

**“Third Party Assets”** Means all assets of any nature whatsoever and howsoever supplied in the possession or control of the Vendor at Completion but owned by any third party; and

**“Trade Names and Marks”** Means the trade name(s) and or trading style(s) and any other registered or unregistered trade or service names or marks to the extent used by the Vendor in the Business (including but not limited to those referred to in Schedule 2), but no warranty as to the exclusive use of the same is given by the Vendor.

1.2 Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.3 The Interpretation Act 1978 shall apply in the same way as it applies to an



enactment.

2. **AGREEMENT TO SELL THE BUSINESSES AND ASSETS**

2.1 Subject as hereinafter provided the Vendor shall sell with limited title guarantee and the Purchaser shall purchase with effect from Completion on the terms and for the Consideration stated in this Agreement such right title and interest as the Vendor may have at Completion in the Business and the Assets.

2.2 For the avoidance of doubt only (and so that the absence of any item from the following list shall not be used as evidence that it was intended to be sold hereunder) there shall be excluded from the sale under this Agreement:

- (a) all deposits, prepayments, cheques, bills, notes or securities received or receivable by the Vendor at Completion and cash in hand of the Vendor or in a bank or credited in any account with a bank;
- (b) all investments in shares or securities save for the Subsidiary Shares;
- (c) the Debts;
- (d) the Claims;
- (e) the Third Party Assets;
- (f) the Hire Purchase etc Contracts; and
- (g) any other asset which is owned by the Vendor or used by the Vendor in connection with the Businesses and which is not referred to in Clause 2.1;

2.3 The Purchaser shall purchase all the Assets on an "as is where is" basis, subject to all reservations of title, liens, obligations and encumbrances relating to them and in their state and condition and shall be deemed to purchase the Assets with full knowledge of their state and condition.

**3. CONSIDERATION**

3.1 The consideration for the purchase of the Businesses shall be the sum of £75,001 plus VAT thereon (if payable) which shall be paid to the Liquidator on behalf of the Vendor as follows:

- (a) £50,000 on Completion; and
- (b) the balance of £25,001 on or before 17th May 2003

3.2 The Consideration shall be apportioned as follows:

<u>ITEM</u>	<u>AMOUNT</u>
	<b>£</b>
(a) the Goodwill;	1.00
(b) the Intellectual Property Rights;	74,997.00
(c) the Trade Names and Marks.	1.00
(d) The Licences	1.00
(e) Subsidiary Shares	1.00

**4. COMPLETION**

4.1 Subject as hereinafter provided, Completion of the sale of the Businesses and Assets shall take place on the date hereof when:

- (a) the Vendor shall deliver to the Purchaser such of the Assets as are capable of transfer by delivery;
- (b) the Purchaser shall deliver to the Vendor a banker's draft in the sum of £50,000 representing the first instalment of the Consideration.

**5. RISK AND TITLE**

5.1 On Completion the Assets shall be at the sole risk of the Purchaser and it shall effect

its own insurance in respect thereof:

5.2 The property in the Assets shall pass to the Purchaser on Completion

**6. RECORDS RELATING TO THE BUSINESSES**

On completion the Purchaser shall own and have possession of all books (other than statutory books) and records of the Vendor (the "Records") relating to the Assets sold hereunder. The Vendor may take such copies and compile such extracts therefrom as the Vendor may reasonably require. The Purchaser shall allow such reasonable access to the Records as the Vendor, its agents or employees may require

**7. RETENTION OF TITLE**

7.1 Should the Purchaser of necessity or by inadvertence or for the better operation of its business use or consume any Third Party Assets the Purchaser shall pay for such Third Party Assets directly to the supplier or third party or else to the Vendor as the Vendor and/or Liquidator may decide. Payment shall be made of any applicable VAT in addition.

**8. FURTHER ASSURANCE**

8.1 Subject to the Purchaser paying the Consideration in full the Vendor will at the request and cost of the Purchaser at any time within six months after payment of the Consideration in full execute and deliver to the Purchaser an assignment of such right, title and interest (if any) as the Vendor has in the Goodwill, Intellectual Property Rights and the Trade Names and Marks.

8.2 The Vendor jointly and severally appoint the Purchaser to be their attorney to sign all documents as may be necessary for the registration of such right title and interest as

the Vendor has in the Intellectual Property Rights and the Trade Names and Marks in the name of the Purchaser no warranties are given in this regard and the Purchaser shall indemnify and keep indemnified the Vendor from all and any costs and liabilities arising as a result

**9. LIABILITY OF THE LIQUIDATOR**

9.1 The parties agree and undertake that neither the Liquidator nor his firm or employees shall incur any personal liability under this Agreement or under any document entered into pursuant to or in connection with this Agreement

9.2 The Purchaser agrees that the terms and conditions of this Agreement and the exclusions and limitations it contains are fair and reasonable in the context of a sale by the Vendor bearing in mind:

(a) that the Liquidator has specifically told the Purchaser that the Purchaser must rely absolutely on the Purchaser's own opinion and/or professional advice concerning the Assets, the quality, state and condition of the same, their fitness and/or suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination (which could even render it inappropriate that they should be described as they are in fact described in this Agreement or in any schedule to this Agreement), or the reasons the Purchaser has or should have for purchasing the Assets and the use it intends or should intend to put them to;

(b) that the Purchaser has available to it skilled professional advice concerning the Assets and the matters referred to in (a) above and that it is on the basis of this advice that the Purchaser has agreed to purchase the Assets on an "*as is, where is*" basis for a consideration calculated to take into account

(inter alia) the risk to the Purchaser represented by this Agreement;

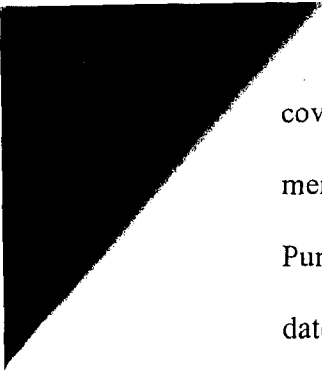
- (c) that the Purchaser, its servants, employees, agents, representatives and advisers have been given every opportunity it or they may wish to examine and inspect all or any of the Assets and all or any books, records and documents relating thereto.

#### **10. V.A.T.**

- 10.1 The parties intend that the Value Added Tax Act 1994 Section 49 (Section 49) and Value Added Tax (Special Provisions) Order 1995 Article 5 shall apply to the transfer of the Business and the Assets and
- 10.2 The parties shall use all reasonable endeavours to procure that pursuant to Section 49 and Article 5 of the Sale of Business is treated neither as a supply of goods nor a supply of services for the purposes of VAT and the Vendor and the Liquidator and the Purchaser shall agree the form of letter to be sent by the Vendor to H M Customs and Excise seeking confirmation that the transfer of sale be so completed
- 10.3 If VAT is determined by HM Customs & Excise to be payable in relation to this sale and purchase it shall be paid by the Purchaser (in addition to the Consideration immediately following delivery by the Vendor of a suitable VAT invoice)
- 10.4 The Purchaser shall indemnify the Vendor and the Liquidator on demand against any claim or loss suffered or incurred by the Vendor or the Liquidator (including any interest and penalties payable by the Vendor) if VAT is payable in relation to this sale and purchase
- 10.5 On completion the Vendor shall deliver to the Purchaser all records relating to the Business referred to in Section 49 save for any statutory books and records and any other records which the Liquidator is by law required to retain

#### **11. GUARANTEE**

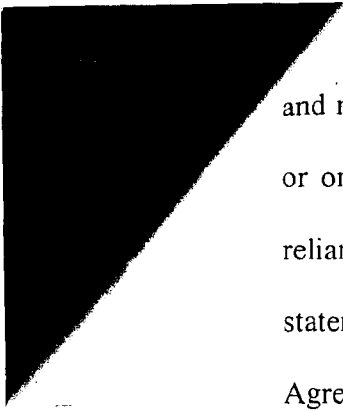
In consideration of the Vendor selling the assets to the Purchaser at its request the Guarantors hereby jointly and severally covenant with the Vendor and as a separate



covenant with the Liquidator in each case by way of primary obligation and not merely liability as a guarantor or merely collateral to that of the Purchaser that the Purchaser will make full payment of the sums hereby agreed to be paid on their due date and the Purchaser will duly observe and perform its obligations hereunder in all respects and that in case of default in such payment of sums due to the Vendor and/or the Liquidator or in the performance or observance of such terms and conditions as aforesaid the Guarantors will pay and make good to the Vendor and/or the Liquidator on demand all losses, damages, costs and expenses thereby arising or incurred by the Vendor and/or the Liquidator PROVIDED ALWAYS and it is hereby agreed that any neglect or forbearance of the Vendor and/or the Liquidator in endeavouring to obtain payment on the sums hereinbefore mentioned when the same became payable or to enforce performance of the several stipulations herein on the Purchaser's part contained and that any time which may be given to the Purchaser by the Vendor and/or the Liquidator shall not release or exonerate or in any way affect the liability of the Guarantors hereunder

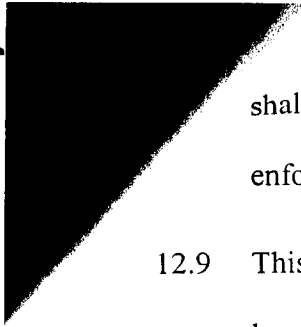
**12. General**

- 12.1 All provisions of this Agreement shall so far as they are capable of being performed continue in full force and effect notwithstanding Completion
- 12.2 This Agreement shall be personal to the Purchaser which shall not be entitled to assign the benefit thereof without the prior written consent of the Vendor (or its agents). This Agreement shall endure for the benefit of the Vendor's successors and assigns
- 12.3 This Agreement (including all documents to be executed pursuant to it) contains the whole agreement between the parties relating to the subject matter of this Agreement



and no variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties. The Purchaser acknowledges that it places no reliance in entering into this Agreement on any representations, agreements, statements or understanding (oral or in writing) made on or before the date of this Agreement in Clause 5 of this Agreement.

- 12.4 Time shall be of the essence of this Agreement both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the parties
- 12.5 Nothing in this Agreement shall preclude the Vendor from selling or otherwise disposing of to any third party any assets not included in the sale hereunder
- 12.6 Each party shall bear its own legal and other costs and expenses in relation to the preparation of this Agreement.
- 12.7 Any notice, claim or demand requiring to be served under or in connection with this Agreement shall be in writing and shall be sufficiently given or served if delivered in the case of the Vendor at its registered office and in the case of the Purchaser at its registered office and in the case of the Liquidator if sent to his addresses as specified in this Agreement. Any such notice shall be delivered by hand or facsimile transmission or sent by prepaid first class post and if delivered by hand or sent by facsimile transmission shall conclusively be deemed to have been given or served at the time of despatch in the case of service in the United Kingdom or 48 hours thereafter in the case of international service and if sent by post shall conclusively be deemed to have been received 48 hours from the time of posting
- 12.8 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term of provision or part



shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected

12.9 This Agreement and the documents to be entered into pursuant to it shall be governed by and construed in accordance with English Law and all parties irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and such documents

IN WITNESS whereof this Agreement has been signed by the parties hereto the day and year first before written.



**SCHEDULE 1**

(Patents and pending patent applications)

See attached list.


**SCHEDULE 2**

(Trade marks and trade mark applications)

See attached list.


MICRO THERMAL SYSTEMS MANUFACTURING LIMITED

**SIGNED** for and on behalf of  
**MICRO THERMAL SYSTEMS LIMITED**  
by the Liquidator as agent only and  
without personal liability  
in the presence of:

)  
)  
)  
)  
)  
)  


Marc Palmer  
27 Hastings Avenue  
Iford, Essex, IG6 1DX  
Insolvency Technician

**SIGNED** by **JONATHAN SCHAPIRA**  
as Liquidator of the Vendor without personal  
liability and solely for the purpose of receiving  
the benefit of the covenants and indemnities in his  
favour herein contained in the presence of:

)  
)  
)  
)  
)  
)  


Marc Palmer  
27 Hastings Avenue  
Iford, Essex, IG6 1DX  
Insolvency Technician.

**SIGNED** for and on behalf of  
**BEACHFOLD LIMITED**  
acting by its duly authorised director in the  
presence of:

)  
)  
)  
)  
)  
)  


LORINA NELSON  
LEVY BLAIR  
157, 16, 21 HATTON GARDENS  
LONDON

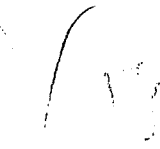
SIGNED by MICHAEL STORFER  
in the presence of:

LORINA NELSON  
AS ABOVE.

)  
) 

SIGNED by EMANUEL SCHREIBER  
in the presence of:



)  
) 

Witnessed BY .  
LISA TURNER  
VENITT AND CREAVES  
115 CRAVEN PARK ROAD  
LONDON N15 6JL

SCHEDULE

Part I

Patents and Patent Applications

1. FABRIC

<u>Country</u>	<u>Official No.</u>	<u>Title</u>	<u>Status</u>	<u>Proprietor</u>
GB	2242850	Fabric	Granted	MTS
France	0527741	Fabric	Granted	MTS
Germany	69109864,6	Fabric	Granted	MTS
Netherlands	0527741	Fabric	Granted	MTS
Belgium	0527741	Fabric	Granted	MTS
Luxembourg	0527741	Fabric	Granted	MTS
USA	5,620,771	Fabric	Granted	MTS
USA	5,656,352	Fabric	Granted	MTS
USA	5,733,626	Fabric	Granted	MTS
Austria	E122606	Fabric	Granted	MTS
Sweden	0527741	Fabric	Granted	MTS
Switzerland	0527741	Fabric	Granted	MTS
Liechtenstein	0527741	Fabric	Granted	MTS
Italy	0527741	Fabric	Granted	MTS
Greece	950402061	Fabric	Granted	MTS
Spain	2074708	Fabric	Granted	MTS
Denmark	0527741	Fabric	Granted	MTS
Canada	2 85434	Fabric	Granted	MTS
Japan	3-505511	Fabric	Granted	MTS
Russian Republic	2062356	Fabric	Granted	MTS
Australia	647339	Fabric	Granted	MTS

2. THERMAL CLOTHING

<u>Country</u>	<u>Official No.</u>	<u>Title</u>	<u>Status</u>	<u>Proprietor</u>
GB	2270829	Thermal Clothing	Granted	MTS
USA	5787502	Thermal Clothing	Granted	MTS
Canada	2185434	Thermal Clothing	Granted	MTS

Part II

Trademarks and Trademark Applications

1. "STOMATEX" TRADEMARK

<u>Country</u>	<u>Official No.</u>	<u>Title</u>	<u>Status</u>	<u>Proprietor</u>
GB	1542571	Stomatex	Granted	MTS
European Community	589465	Stomatex	Pending	MTS
USA	75/346,123	Stomatex	Pending	MTS
Canada	851,091	Stomatex	Pending	MTS
Australia	739183	Stomatex	Granted	MTS

2. "ISOTHERMAL" TRADEMARK

<u>Country</u>	<u>Official No.</u>	<u>Title</u>	<u>Status</u>	<u>Proprietor</u>
GB	2048245	ISOthermal	Granted	MTS

3. "BACKMATE" TRADEMARK

<u>Country</u>	<u>Official No.</u>	<u>Title</u>	<u>Status</u>	<u>Proprietor</u>
GB	2035107	Backmate	Granted	MTS

DATED 7<sup>th</sup> November 2003

NIGEL JOHN MIDDLETON

and

BEACHFOLD LIMITED

---

DEED OF ASSIGNMENT

---

David Wineman  
Craven House  
121 Kingsway  
London WC2B 6NX  
Tel: 02074007800  
Fax: 0207400 7890  
E-mail: law@davidwineman.co.uk

Ref: VW/I 4222/2013a

THIS DEED is made the 7<sup>th</sup> day of November 2003

BETWEEN:

1. NIGEL JOHN MIDDLETON of Altnaharrie Inn, Loch Broom, Ullapool, Wester Ross, Scotland IV26 2SS (formerly of Tregonce Cliff, St. Issey, Wadebridge, Cornwall PL27 7QJ ("the Assignor") and
2. BEACHFOLD LIMITED whose Company Number is 4609024 and whose registered office is at Treasure House, 19-21 Hatton Garden, London EC1N 8LF ("the Assignee")

BACKGROUND:

- (1) The Assignor has been holding certain intellectual property rights on trust for Micro Thermal Systems Limited and/or Micro Thermal Systems Manufacturing Limited
- (2) By an Agreement dated 17th January 2003 the Assignee has acquired all the intellectual property rights belonging to those companies and the parties have agreed therefore to transfer the intellectual property rights held by the Assignor for them to the Assignee

OPERATIVE PROVISIONS

1. Definitions and Interpretation

In this Deed unless the context otherwise requires:-

- 1.1 "the Companies" mean Micro Thermal Systems Limited Company Number 2746475 and Micro Thermal Systems Manufacturing Limited Company Number 2910851
- 1.2 "the Patents" mean the Patents, Patent Applications and any related intellectual property rights held by the Assignor on behalf of the Companies which are more particularly set out in Schedule I hereto
- 1.3 "the Trade Marks" mean the Trade Marks, Registrations thereof and Registration

Applications therefor and any related intellectual property rights held by the Assignor on behalf of the Companies which are more particularly set out in the Schedule II hereto

1.4 "the Agreement" means the Asset and Business Sales Agreement dated 17th January 2003 whereby the Assignee acquired all the intellectual Property rights of the Companies

2. Assignment

Pursuant to the Agreement and further to the trusts under which they are held the Assignor hereby with full title guarantee transfers to the Assignee the Patents and the Trade Marks and all rights attaching to them TO HOLD to the Assignor absolutely

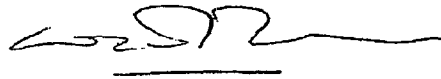
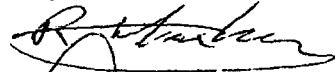
3. Certificate of Value

It is hereby certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or consideration or the aggregate amount or consideration exceeds the sum of £60,000.00

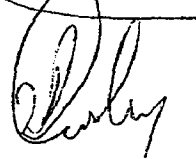
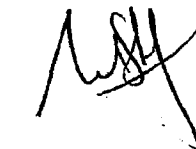
IN WITNESS whereof the parties hereto have executed this document as a Deed on the date first before written

EXECUTED as a Deed by )  
NIGEL JOHN MIDDLETON )  
in the presence of )

~~MRS L MIDDLETON~~  
MR. ROSS MURRAY

  
~~Nigel John Middleton~~  


EXECUTED as a Deed by )  
BEACHFOLD LIMITED )  
acting by a Director and Secretary )  
or by two Directors )

T.P. CROWLEY     D, DIRECTOR  
M. SZEFER         D, DIRECTOR

PATENT DETAILS

<u>Application No</u>	<u>Serial No</u>	<u>Subject</u>	<u>Filed</u>	<u>Status</u>	<u>Year</u>
P.C.T. Applicant Nigel John Middleton PAT PCTGB9904161	W0 00/35966	Fabric with spaced bilayer	10.12.99	Pending Renewal Due None	
Japanese PCT Applicant Nigel John Middleton (PCT designation) PAT 2000-588250	2000-532290A	Fabric with spaced bilayer (as of 10.12.99)	11.6.01 10.12.99	Pending Renewal Due Expiry 10.12.19	
USA (PCT) Applicant Nigel John Middleton (PCT designation) PAT 09/857596		Fabric with spaced bilayer (as of 10.12.99)	16.8.01 10.12.99	G.L. Due 18.3.03 Expiry 10.12.19	
European (PCT) Applicant Nigel John Middleton PAT 99959564.8	1137695	Fabric with spaced bilayer (as of 10.12.99)	7.6.01 10.12.99	Appln filed 7.6.01 Renewal Date 10.12.03	5
Australian (PCT) Applicant Nigel John Middleton (PCT designation) PAT 16704/00		Fabric with spaced bilayer (as of 10.12.99)	18.6.01 10.12.99	O.L.Due 10.4.03 Renewal Due 10.12.04 Expiry 10.12.19	6
Canada (PCT) Applicant Nigel John Middleton (PCT designation) PAT 2354389		Fabric with spaces bilayer (as of 10.12.99)	27.8.01 10.12.99	Appln Filed 27.8.01 Renewal Due 10.12.03 Expiry 10.12.19	5
Chinese (PCT) Applicant Nigel John Middleton (PCT designation) PAT 99814237.9	CN 1329633A	Fabric with spaces bilayer (as of 10.12.99)	28.6.01 10.12.99	Appln filed 28.6.01 Renewal Due Expiry 10.12.19	



<u>No</u>	<u>Serial No</u>	<u>Mark</u>	<u>Filed</u>	<u>Status</u>	<u>Year</u>
United Kingdom Registrant Nigel John Middleton	T.M. 2195266	2195266	ISOMEDICAL Classes 10 and 24	21.4.99 Renewal Due 21.4.09	10
Australian Registrant Nigel John Middleton	T.M. 807955	316631	ISOMEDICAL Classes 10 and 24	22.9.99 Renewal Due 22.9.09	10
New Zealand Registrant Nigel John Middleton	T.M. 316631	316631	ISOMEDICAL Class 24	22.9.99 Renewal Due 21.4.06	7
New Zealand Registrant Nigel John Middleton	T.M. 316632	316632	ISOMEDICAL Class 10	22.9.99 Renewal Due 21.4.06	7